

Merrill Cook
631 Sixteenth Avenue
Salt Lake City, Utah 84103
Telephone: 801-323-0135

March 12, 2001

General Counsel's Office
% Marianne Abely
Federal Election Commission
999 E Street, NW
Washington, DC 20463

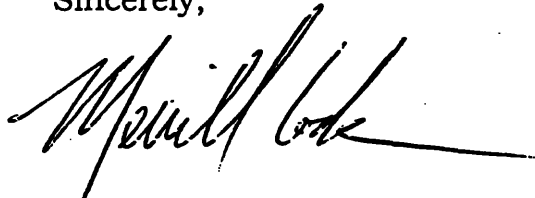
Re: MUR 4621

Dear Ms. Abely:

Enclosed please find Answers to Questions from March 7, 2001 letter, re: MUR 4621 which I am both faxing to you today and also mailing to you by certified mail.

Please be in touch with me if I can be of further assistance.

Sincerely,



Merrill Cook

21-04-405-2331

RECEIVED
FEB 13 2001
FEDERAL ELECTION COMMISSION
WASHINGTON, DC

Merrill Cook
631 Sixteenth Avenue
Salt Lake City, Utah 84103

March 12, 2001

General Counsel's Office
% Marianne Abely
Federal Election Commission
999 E Street, NW
Washington, DC 20463

RE: MUR 4621

ANSWERS TO QUESTIONS FROM MARCH 7, 2001, ABELY LETTER

1. No. \$3,600 is the correct amount and simply references the fact that with 50% of the \$40,000 for convention management's having been paid (\$20,000 by March 31), and only about 41.6% of the management work having been completed (about \$16,400 worth by March 31), RT Nielson actually had an advance from Cook of about \$3,600 as of the March 31, 1996, report, and , therefore, there would be no reason to show a \$20,000 debt at that time, as the FEC erroneously believes.

No. The \$2,400 is correct and is derived in the same manner as the \$3,600 above.

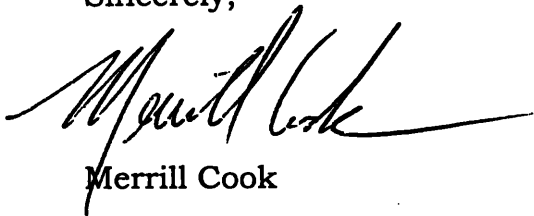
2. The Accounting by Contract form was created by Ron Yengich's and Lonnie Deland's law firms that represented Cook in the RT Nielson Trial. The Accounting by Contract was entered as an official trial exhibit and was stipulated by both sides in the trial as an accurate accounting of what the written contract between Nielson and Cook required to be paid under all three election phases and what was actually paid by Cook to RT Nielson for all three election phases for the 1996 Congressional Campaign. The form was created in April, 2000, during the trial. The form was not created or generated for responding to the Commission's "reason to believe" finding. As stated, it was generated during trial and became a trial exhibit from the

written contract and copies of checks paid by the Cook Campaign to Nielson during the three phases of the election. The cash accounting method was used to create the form.

- 21-04-105-2333
3. No. The reference to "primary management fee" referred to the \$50,000 estimate that Nielson and Cook made during the Primary phase in order to pay Nielson in advance for his work (except out-of-pocket costs) that would be performed under the written agreement for the 6 weeks between the Convention and Primary Election. Nielson requested advances for what he would be owed under the written agreement. The easiest way to give an advance was to estimate what the three sections of the written contract would call for, i.e., (1) fundraising, (2) general consulting & management, and (3) polling/gotv. It was estimated that Nielson would earn approximately \$50,000 for those three things during the Primary phase, and that he could, therefore, pick up a check for 1/6 of the \$50,000 estimate each week--\$8,333. At the end of the Primary, it was to be reconciled according to the written contract.
 4. Yes. The Utah Republican convention was in May. In June, Nielson provided \$9,252 of polling/gotv services, which were paid as part of the \$50,000 estimate discussed in Question 3. In October or early November, another \$12,319 polling/gotv service was provided. The latter were paid for by the \$27,746 advance from late June and/or some part of the 12 payments made to Nielson during August, September, and October, 1996.
 5. It is part of the deposition and/or the trial transcript. It was part of RT Nielson's deposition and/or trial testimony. Respondent will try to track this down over the next week or two from his deposition and provide it to the Commission. In Respondent's answer under subsection G, Respondent was referring to invoices #96182, #19199, and #96200 and made the statement, "discovery in the lawsuit also showed Nielson generated either one, two, or all three of these invoices after the election was over, and then dated them 7/29/96." Documentation of this will be sent to the Commission within a couple of weeks.

21.04.405.2334

Sincerely,

A handwritten signature in black ink, appearing to read "Merrill Cook", with a long horizontal flourish extending to the right.

Merrill Cook